

SO ORDERED.



**TIFFANY & BOSCO**  
P.A.

Dated: July 13, 2010

**2525 EAST CAMELBACK ROAD**

**SUITE 300**

**PHOENIX, ARIZONA 85016**

**TELEPHONE: (602) 255-6000**

**FACSIMILE: (602) 255-0192**

  
\_\_\_\_\_  
CHARLES G. CASE, II  
U.S. Bankruptcy Judge

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-15065

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 2-10-bk-17615-CGC

John Stallone  
Debtor.

Chapter 7

ORDER

Wells Fargo Bank, N.A.  
Movant,

vs.

(Related to Docket #6)

John Stallone, Debtor, Lothar Goernitz, Trustee.  
Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated November 26, 2004 and recorded in the office of  
3 the Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and John  
4 Stallone has an interest in, further described as:

5 Unit 83, THE FOUNTAINS, according to Declaration of Horizontal Property Regime recorded  
6 May 20, 1983 in Document No. 83-192424, Amendments recorded November 18, 1983 in  
7 Document No. 83-464913, November 28, 1983, in Document No. 83-475591, March 27, 1984, in  
8 Document No. 84-124489 and July 31, 1984, in Document No. 84-333448 and per map recorded  
9 in Book 250 of Maps, page 8, records of Maricopa County, Arizona;

10 TOGETHER WITH a proportionate interest in and to the common area, as set forth in said  
11 Declaration of Horizontal Property Regime and as shown on said plat.

12 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
13 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
14 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
15 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
16 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

17 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
18 to which the Debtor may convert.  
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